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SERIES II No. 45

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are six Extraordinary issues to the Official Gazette, Series No. II No. 44 dated 29-1-2026 as follows:-

- 1. Extraordinary dated 29-1-2026 from pages 1449 to 1450 regarding Notification from Goa Legislature Secretariat.*
- 2. Extraordinary (No. 2) dated 29-1-2026 from pages 1451 to 1454 regarding Orders/Notification from State Election Commission, Goa.*
- 3. Extraordinary (No. 3) dated 30-1-2026 from pages 1455 to 1456 regarding Notification from Department of Finance.*
- 4. Extraordinary (No. 4) dated 2-2-2026 from pages 1457 to 1542 regarding Notification from Department of Urban Development.*
- 5. Extraordinary (No. 5) dated 4-2-2026 from pages 1543 to 1544 regarding Notification from Goa Legislature Secretariat.*
- 6. Extraordinary (No. 6) dated 4-2-2026 from pages 1545 to 1546 regarding Notification from State Election Commission, Goa.*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asst. Registrar of Co-op. Societies

Notification

No. 201-10/25-26/ARCS/PZ/1363

Date : 13-Nov-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Omkar Self Help Group Co-operative Society Ltd.”, H. No. 242 Copper wada, Curti, Ponda-Goa is registered under code symbol No. RCSPZ2025260085.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone, Asstt Registrar of Co-op Societies.
Curti Ponda-Goa.

CERTIFICATE OF REGISTRATION

“Omkar Self Help Group Co-operative Society Ltd.”, H. No. 242 Copper wada, Curti, Ponda-Goa has been registered on 11-11-2025 and its bears registration code symbol No. RCSPZ2025260085 and its classified as General Society under sub-classification No. 12-(e)-Self Help Group in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone, Asstt Registrar of Co-op Societies.
Curti Ponda-Goa.

Notification

No. 199-10/25-26/ARCS/PZ/1364

Date : 13-Nov-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Sateri Shivling Self Help Group Co-operative Society Ltd.”, H. No. 218 Copper wada, Curti, Ponda-Goa is registered under code symbol No. RCSPZ2025260086.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.
Curti, Ponda.

CERTIFICATE OF REGISTRATION

“Sateri Shivling Self Help Group Co-operative Society Ltd”, H. No. 218 Copper wada, Curti, Ponda-Goa has been registered on 11-11-2025 and its bears registration code symbol No. RCSPZ2025260086 and its classified as General Society under sub-classification No. 12-(e)-Self Help Group in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

Notification

No. 12-39/ARCS/PZ/2025-26/SERV-RESO/REG/1365

Date : 13-Nov-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Volvoi Co-operative Multipurpose Primary Agriculture Credit Society Ltd.”, H. No. 52, Haliwada, Volvoi, Ponda, Goa-Goa is registered under code symbol No.- RCSPZ2025260084

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

CERTIFICATE OF REGISTRATION

“Volvoi Co-operative Multipurpose Primary Agriculture Credit Society Ltd.”, H. No. 52, Haliwada, Volvoi, Ponda, Goa-Goa has been registered on 11-11-2025 and its bears registration Code symbol No. RCSPZ2025260084 and its classified as Resource Society under sub-classification No. 10-(c)-Service Resource Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

Notification

No. 5-2129-2025/ARSZ/HSG/2126

Date : 20-Nov-2025

“In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Nagarsekars Solitaire Co-op. Housing Maintenance Society Limited”, Dongorwaddo, Fatorda, Margao, Goa is registered under code symbol No.- RCSSZ2025260185.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

CERTIFICATE OF REGISTRATION

“Nagarsekars Solitaire Co-op. Housing Maintenance Society Limited”, Dongorwaddo, Fatorda, Margao-Goa has been registered on 20-11-2025 and its bears registration code symbol No. RCSSZ2025260185 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

Notification

No. 5-2133-2025/ARSZ/HSG/2127

Date : 20-Nov-2025

“In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Mitas Paradise Co-op. Housing Maintenance Society Limited”, Panzorconi, Cuncolim, Salcete- Goa is registered under code symbol No.- RCSSZ2025260184.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

CERTIFICATE OF REGISTRATION

“Mitas Paradise Co-op. Housing Maintenance Society Limited”, Panzorconi, Cuncolim, Salcete- Goa has been registered on 20-11-2025 and its bears registration code symbol No. RCSSZ2025260184 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

Notification

No. 205-10/25-26/ARCS/PZ/1505

Date : 09-Dec-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Vinayak Sateri Self Help Group Co-operative Society Ltd.”, H. No. 263, Copperwada, Curti, Ponda-Goa is registered under code symbol No.- RCSPZ2025260089.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

CERTIFICATE OF REGISTRATION

“Vinayak Sateri Self Help Group Co-operative Society Ltd.”, H. No. 263, Copperwada, Curti, Ponda-Goa has been registered on 09-12-2025 and its bears registration code symbol No. RCSPZ2025260089 and its classified as General Society under sub-classification No. 12-(e)-Self Help Group in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

Notification

No. 5/442/ARPZ/25-26/HSG-MAINT/REG/1513

Date : 10-Dec-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Ramnath Royal Co-operative Housing Maintenance Society Limited”, H. No. 577/5, Ground Floor, Opp. Canvas Arts, Dhavali-Goa is registered under code symbol No.- RCSPZ2025260087.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

CERTIFICATE OF REGISTRATION

“Ramnath Royal Co-operative Housing Maintenance Society Limited”, H. No. 577/5, Ground Floor, Opp. Canvas Arts, Dhavali-Goa has been registered on 04-12-2025 and its bears registration code symbol No. RCSPZ2025260087 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

Notification

No. 5- 2136-2025/ARSZ/HSG/2389

Date : 23-Dec-2025

“In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Kurtarkar Glory Co-operative Housing Maintenance Society Limited” Pedda Benaullim, Salcete-Goa is registered under code symbol No.- RCSSZ2025260187.

Sanjay S. Khajankar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

CERTIFICATE OF REGISTRATION

“Kurtarkar Glory Co-operative Housing Maintenance Society Limited” Pedda Benaullim, Salcete- Goa has been registered on 23-12-2025 and its bears registration code symbol No. RCSSZ2025260187 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Sanjay S. Khajankar, Asst. Registrar of Co-op. Societies, South Zone.

Margao.

Notification

No. 5/444/ARPZ/25-26/HSG-MAINT/REG/1720

Date : 15-Jan-2026

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “The Omkar Mahalakshmi Residency Co-operative Housing Maintenance Society Limited.”, Omkar Mahalakshmi Residency, Near Mahalakshmi Temple, Tivrem-Orgao, Ponda-Goa.- Goa is registered under code symbol No.- RCSPZ2025260083.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

CERTIFICATE OF REGISTRATION

“The Omkar Mahalakshmi Residency Co-operative Housing Maintenance Society Limited.”, Omkar Mahalakshmi Residency, Near Mahalakshmi Temple, Tivrem-Orgao, Ponda-Goa.- Goa has been registered on 31-10-2025 and its bears registration code symbol No. RCSPZ2025260083 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

Rupesh Korde, Asst. Registrar of Co-op. Societies, Ponda Zone.

Curti, Ponda.

No. 8-4/11-1/ARPZ/FRM/REG/1598

Date : 22-Dec-2025

- Read: 1) Show Cause Notice No. 22/86-2006/ARSZ/Farming/4429 dated 30-06-2006.
 2) Notice No. 21-11-2009/ARSZ/FAR/2918 dated 30-03-2009.
 3) Show Cause Notice No. 8-4/11-1/ARPZ/FRM/REG dated 10-04-2024.
 4) Notice No. 8-4/11-1/ARPZ/FRM/REG/264 dated 17-05-2024.
 5) Notice No. 8-4/11-1/ARPZ/FRM/REG/425 dated 09-06-2025.

JUDGMENT

Whereas, Show Cause Notice dated 10-04-2024 was issued to the Board of Directors of Dudhsagar Shetkari Sahakari Society Ltd., Bimbul, Sanguem Goa, directing them to show cause within 30 days as to why action should not be taken against the society under Section 20(1) of the Goa Co-operative Societies Act, 2001 for de-registration on account of prolonged inactivity and non-fulfilment of statutory obligations;

And whereas, service of the said notice was duly effected through RPAD.

And whereas, it was clearly stated in the said notice that failure to reply within the stipulated time would result in ex-parte proceedings without any further opportunity.

And whereas, despite valid and acknowledged service, the society did not file any reply nor did any Director or representative appear. Consequently, final notices dated 17-05-2024 and 09-06-2025 were issued. The same services were returned back with remarks “expired”, Notknown, return to sender, Addressee not found. The service was dully served to Shri. Tulshidas H. Naik, and Shri Namdev D. Mamlekar but till date they didn't file any representation.

And whereas, the society has remained non-functional for more than 24 years, has not undertaken any Co-operative activity, has not held statutory General Body Meetings, has not conducted elections, and has failed to maintain books of accounts, membership records, or file annual statutory returns as mandated under the Act and Rules.

And whereas, multiple notices under relevant rules seeking submission were also ignored.

And whereas it is evident from the record that the hearing in the matter was conducted by my predecessor, However, the predecessor did not pass the final judgment, and therefore, I am required to decide the matter based on:

(a) Material facts available in records,

And whereas, based on the entirety of record, it is clear that the members and Directors have completely abandoned the functioning of the society and have shown no interest whatsoever in its management or operations;

And whereas, due to prolonged inactivity, lack of elections, absence of statutory meetings, non-maintenance of accounts, and failure to fulfil the very objectives for which the society was registered, continuation of the society is contrary to cooperative principles and the provisions of the Goa Co-operative Societies Act, 2001;

I am fully satisfied that the society is liable to be De-registered under Section 20(1) of the Goa Co-operative Societies Act, 2001.

ORDER

In exercise of powers conferred upon me under Section 20(1) of the Goa Co-operative Societies Act, 2001, I, Rupesh L. Korde, Asstt. Registrar of Cooperative Societies, Ponda Zone, hereby order that:

1. De-Registration

The Dudhsagar Shetkari Sahakari Society Ltd., Bimbul, Sanguem Goa, is hereby DE-REGISTERED with immediate effect.

2. Appointment of Official Assignee

In terms of Section 20(2) of the Act, I hereby appoint Smt. Kusum Naik, Jr. Auditor/Inspector, Office of the Asstt. Registrar of Cooperative Societies, Ponda Zone, as the Official Assignee of the said society for a period of one year, effective from the date of taking over charge.

3. Duties of Official Assignee

The Official Assignee shall:

- a) Take over complete charge of the society, including assets, liabilities, books of accounts, registers, documents, movable and immovable property, from the Chairman/Board of Directors within 10 days.
- b) Prepare a proper inventory and valuation report and submit the same within 30 days.
- c) Initiate steps to realise and liquidate the assets of the society and settle liabilities strictly as per statutory guidelines.
- d) Submit quarterly progress reports to this office.
- e) Ensure compliance with all procedures prescribed under Sections 20(3) to 20(6) of the Act.

4. Disposal of Surplus Funds

Any remaining surplus funds, after settlement of liabilities, shall be transferred to the Surplus Fund Account of the Registrar of Cooperative Societies in accordance with Section 20(6).

5. Direction to Board of Directors

The Chairman and all members of the erstwhile Board of Directors are directed to hand over all records, registers, property and assets to the Official Assignee within 10 days provide full cooperation refrain from obstructing the de-registration process. Failure to comply shall result in initiation of proceedings under Section 132 of the Goa Cooperative Societies Act, 2001 and other applicable provisions.

Given under my hand and seal on this 18th day of December, 2025.

Rupesh L. Korde, Asstt. Registrar of Co-operative Societies Ponda Zone.

Ponda.

- Read:- 1) Certificate of Registration dated 13th April, 1992 bearing code symbol No. 8 -RES-(a)-58/South Goa/92 of the Suvarnalaxmi Sahakari Patapeddhi Maryadit, Margao Goa.
- 2) Letter No. SSPM/222/2025 dated 31-12-2025 received from the Chairman, Suvarnalaxmi Sahakari Patapeddhi Maryadir, Seesh Mahal, Margao Goa.
- 3) This Office Memo dated 23-01-2026.

The Byelaws No. I to XXXXV of the Suvarnalaxmi Sahakari Patapeddhi Maryadit, Margao-Goa have been rescinded and replaced by new Byelaws having Sr. No. 1 to 19 (Chapter I to X) as per office Memo referred as at Sr. No. 3 above, consequent upon its change in sub-classification from “Resource Credit Society” to “Service Resource Society/PACS”. Accordingly, the name of the society stands amended as “Suvarnalaxmi Co-operative MPACS Ltd.”

Therefore, in exercise of powers vested in me under sub-section 2 of section 13 of the Goa Co-operative Societies Act, 2001 read with Sub-Rule 3 of Rule 12 of the Goa Co-operative Societies Rules, 2003, I, Monal Manerikar, the Asstt. Registrar of Co-operative Societies, South Zone Fatorda, Margao-Goa amends the certificate of Registration of the society as under:-

AMENDED CERTIFICATE OF REGISTRATION

The Certificate of Registration dated 13th April, 1992 bearing code symbol No. 8-RES-(a)-58/South Goa/92 of “The Suvarnalaxmi Sahakari Patapeddhi Maryadit, Margao Goa” hereby stands amended with immediate effect to the following extent:-

The name of “The Suvarnalaxmi Sahakari Patapeddhi Maryadit, Margao-Goa” shall be read as “Suvarnalaxmi Co-operative MPACS Ltd.”, 1st Floor, Sheesh Mahal, Margao-Goa” and is classified as “Resource Society” and sub-classified as “Service Resource Society/PACS” under sub rule 10 (c) of Rule 8 of the Goa Co-operative Societies Rules, 2003 with other contents remaining unchanged.

Monal Manerikar, Asstt. Registrar of Co-op. Societies, South Zone.

Fatorda, Margao.



Department of Education

Directorate of Higher Education

Order

No. SHEC/CAS/08/2024/9565

Date : 04-Mar-2025

On the recommendation of the Departmental Selection Committee, approval of the Government is hereby conveyed for grant of promotion to Dr. Mahesh S. Majik, Associate Professor for Research, Development and Innovation, State Higher Education Council, Directorate of Higher Education as Professor with effect from 30-04-2023 under Career Advancement Scheme under the provisions of Goa University Statue SC 16.6.4 IV in terms of Goa University Notification No. 2/562/18-Legal(Vol.IX)/2250 dated 29-10-2019 and Notification No. 2/692/22-Legal(Vol.XII)/186 dated 17-06-2022 in the UGC Pay Matrix Level 14.

The pay shall be fixed as per the existing rules in force. The employee may exercise an option if he so desires within one month from the date of issue of the Order for fixing the pay in the Career Advancement Scheme under FR22 (I)(a)(1).

By order and in the name of the Governor of Goa.

Safal Shetye, Under Secretary (Higher Education).

Porvorim.

Department of Goa Gazetteer and Historical Records**Order**

No. 1/35/2025/GGHR-472

Date : 30-Jan-2026

Read: Memorandum No. 1/35/2025/GGHR-402 dated 29-12-2025.

On the recommendation of the Goa Public Service Commission, conveyed vide their letter No. COM/I/5/42(5)/2024/364 dated 16-12-2025, the Governor is pleased to appoint Kum. Arya Vijwal Prabhudessai against the vacant post of Assistant Research Officer (Group “B”, Gazetted) in the Department of Goa Gazetteer and Historical Records in Level-06 of Pay Matrix [Pre-revised Pay Band-2, ₹ 9300-34800 + Grade Pay of ₹ 4200/-].

Her pay will be fixed in accordance with the Central Civil Service (Revised pay) Rules, 2016 from the date of joining the service. The above candidate has been declared medically fit by the Medical Board, Goa Medical College, Bambolim-Goa vide their letter No. 4/105/85-H/GMC/2026/53 dated 22-01-2026. Deputy Superintendent of Police, Special Branch, Panaji vide their letter No. Dy.SP/SB/Verification/181/2026 dated 30-01-2026 stated that there is nothing adverse reported against her at the concerned Police Station and other Police Stations in Goa.

The candidate shall be on probation for a period of two years with effect from the date of her joining. The pay and allowances of the above candidate shall be debited to the Demand No. 79 to the Budget Head:

- 3454 — Census Survey and Statistics
- 02 — Survey and Statistics
- 110 — Gazette and Statistical Memoirs
- 01 — Gazetteer Unit
- 00 — General
- 01 — Salaries

The above candidate shall join the duties within a period of fifteen days from the date of receipt of this Order.

Balaji S. Shenvy, Executive Editor & ex officio Joint Secretary.

Panaji.

Department of Handicrafts, Textile & Coir**Order**

No. 2/7/2014-HT&C/17

Date : 30-Jan-2026

Read:- Memorandum No. 2/7/2014-HT&C/167 dated 21-11-2025.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/15(1)/2024/305 dated 11-11-2025, Government is pleased to appoint Shri Ganesh Vasant Gawas (General) to the post of Technical Officer (Group ‘B’ Gazetted) in the Department of Handicrafts, Textile & Coir, Panaji-Goa on temporary basis in Level-6 of the Pay Matrix as per C.C.S. (Revised Pay) Rules, 2016 with immediate effect.

The above appointee has been declared medically fit by the Medical Board of Goa Medical College, Bambolim-Goa. The character and antecedents have also been verified by the North Goa District Magistrate.

The appointment is made subject to verification of educational qualifications, and the appointee shall be on probation for a period of two years from the date of joining the post.

In the event of any adverse matter being noticed during such verification, the appointment shall be liable to be cancelled and the services terminated, in accordance with the terms and conditions of appointment.

By order and in the name of the Governor of Goa.

Darshani S. Dessai, Under Secretary, (Handicrafts, Textile & Coir).

Porvorim.

Department of Home

Home-General Division

Order

No. 9/17/94-HD(G)/part/286

Date : 29-Jan-2026

Ref: Order No. 9/17/94-HD(G)/part/7137 dated 01-07-2022.

In exercise of the powers conferred by Rule 1676 of the Goa Prisons Rules, 2021, and with reference to Clause (I) of the Government Order No. 9/17/94-HD(G)/part/7137, dated 01-07-2022, the Government of Goa is pleased to appoint following non-official members on the Board of Visitors for the Central Jail Colvale, Colvale-Goa:-

- | | | |
|-----------------------------|---|--|
| 1. Smt. Jennifer Monserrate | — | MLA, Taleigao Constituency |
| 2. Shri. Joshua De souza | — | MLA, Mapusa Constituency |
| 3. Shri Pravin Arlekar | — | MLA, Pernem Constituency |
| 4. Adv. Savio Travasso | — | Nominee of Goa Human Rights Commission |
| 5. Shri Dayanand Sopte | — | Social Worker |
| 6. Smt. Usha Nagvekar | — | Social Worker |

The above Non-official Member of the Board of Visitors shall hold office for a period of two years.

This order shall be effective from the date of issue.

By order and in the name of the Governor of Goa.

Manthan Manoj Naik, Under Secretary (Home-I).

Porvorim.

Department of Labour**Notification**

No. 28/2/2026/LAB/Part-II/64

Date : 30-Jan-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 29-12-2025 in Case Ref. No. LC-II/IT/01/2009 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. LC-II/IT/01/2009

Shri Dayanand Chodankar
 C/o Kishore Hanjunker,
 Karapur Tisk, Vithalapur,
 Sanquelim, Bicholim-Goa.

..... Workman/Party-I

V/s

1. M/s Goa Construction Housing
And Finance Federation Limited,
Panjim-Goa

..... Employer/Party-II(1)

2. Goa Housing Board,
Panaji-Goa.

..... Employer /Party-II(2)

Party-I/Workman present in person.

Party-II/Employer represented by Adv. A. Khorjuwekar h/f Adv. C. Carvalho.

Panaji, dated: 29-12-2025

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa by Order dated 28-01-2009 bearing No. 28/36/2006-LAB/109 referred the following dispute for adjudication by the Industrial Tribunal of Goa.

“(1) *Whether the action of the Management of M/s Goa Construction Housing and Finance Corporation Limited, Panaji in terminating the services of Shri Dayanand Chodankar, Assistant, Grade-I, w. e. f. 09-10-2002, is legal and justified?*

(2) *If not, to what relief the Workman is entitled?”*

2. The said order of reference has been amended by order dt. 09-08-2011 as under

(1) *Whether the action of the management of M/s. Goa Construction Housing and Finance Corporation Limited, Panaji, in terminating the services of it's workman, Shri Dayanand Chodankar, Assistant, Grade-I, with effect from 09-10-2002, due to winding up of the said Corporation and transfer of it's assets and liabilities to the Goa Housing Board, Goa, is legal and justified?*

(2) *If not, whether Shri Dayanand Chodankar is entitled for employment with (a) the Goa Housing Board, Goa and if so, on what terms and conditions? (b) Whether Shri Dayanand Chodankar is entitled to any other relief?(1)*

3. On receipt of the reference, a case was registered under No. LC-II/IT/01/2009 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The facts of the case in brief as pleaded by the Workman/Party-I (for short “Workman”) are that the Employer/Party-II (for short “Employer”) was Government Company registered under the Companies Act, 1956, having its office at Panaji-Goa. He stated that the entire share capital of the Employer (1) was owned by the Govt. of Goa and all its Directors including the Managing Director were appointed by the State Govt. He stated that the Govt. of Goa had pervasive control over the Employer (1). He stated that the Employer (1) was engaged in the construction of houses and buildings in Goa. He stated that the Employer had undertaken several housing schemes and projects including construction and development of satellite townships in the state of Goa. He stated that to carry out these activities, the Employer (1) had employed several employees and officers in its employment. He stated that he was employed as “Asst. Grade-I” with the Employer (1). He stated that he had put in over 8 years of service with the Employer (1) on the date of termination of his service. He stated that his past records of service is clean and unblemished.

4. He stated that on 09/10/2002, the Managing Director of the Employer (1) issued a notice to him stating that the corporation is continuously incurring losses and it is not able to utilize its assets and fulfilled its objectives. He stated that the Govt. has taken a decision to wind up the Employer (1) and transfer the housing schemes undertaken by it to the Employer (2) along with the assets and liabilities. He stated that the Govt. has decided to retrench the existing staff of the Employer (1) by paying them retrenchment benefits under the provisions of section 25-P of the I.D. Act, 1947 i.e. by giving one month's notice, wage in lieu of notice and payment of 45 days compensation (basic+D.A.) for every year of continuous service and other benefits as admissible. He stated that in the said notice that after retrenchment of the staff, they will be considered for fresh appointments against future vacancies with the Govt. of Goa, provided they fulfil all requirements as per the

relevant Recruitment Rules including, educational qualifications and performance report of good work and conduct during the previous service span. He stated that he was offered a sum of Rs.1,11,611/- as one month's notice pay and retrenchment compensation. He stated that by the said notice, his service were terminated by way of retrenchment. He stated that he accepted the said notice and the amount offered to him under protest.

5. He stated that he raised an industrial dispute with the Employer(1) by his letter dt. 23/10/2002 addressed to the Managing Director of the Employer(1) whereby he requested the Employer(1) to withdraw the said notice dt. 09/10/2002. He stated that he again addressed another letter dt. 27/01/2003 to the Managing Director of the Employer whereby he again requested the Employer(1) to withdraw the said notice and reinstate him in service with full back wages, continuity in service and other consequential benefits. He stated that the Employer (1) did not respond to his letters, he sought the intervention of the Commissioner for Labour, Govt. of Goa, Panaji-Goa. He stated that the Asst. Labour Commissioner, Panaji in his capacity as Conciliation officer appointed under Section 4 of the I. D. Act, 1947 was pleased to intervene in the dispute and held conciliation proceedings in the matter which ended in failure.

6. He contended that the termination of his service by the Employer (1) is patently illegal and unjustified. He submitted that his services have been terminated on the specious ground that the Employer (1) is being wound up and its assets and liabilities are/ were being transferred to the Goa Housing Board. Hence, this is not a closure of a project or establishment. He submitted that the projects and the establishment of the Employer (1) were and are existing even after the process of winding up of the Employer (1) commenced. He submitted that the termination of service is illegal and unjust. He stated that the reasons given by the Employer (1) in the notice dt.09/10/2002 were/are factually incorrect, as the Employer (1) was in existence on the date of the termination of his service and much thereafter. He submitted that it is also pertinent to note that some employees of the Employer(1) including some employed in the same cadre in which he was employed, continued to be working with the Employer(1) even after the termination of his service. He stated that in the balance sheet of the Employer (1) as on 31/3/2005, under the head of "work in progress", the amount shown in Rs.1,44,146,353.56/- and "cash and bank balances" were Rs. 11,561,411,69/- He stated that in the balance sheet as on 30/09/2003, the amount of "Work in progress" was Rs. 139,182,945.59/- and the amount of "cash and bank balance was Rs. 24,196,400.14/-. He stated that this proves that the Employer (1) was undertaking business activities much after the year, 2002. He stated that the Employer (1) held meetings of its Board of Directors and the Annual General Meetings in the year, 2003 and 2004. He stated that in the 55th meeting of the Board of Directors of the Employer(1) held on 07/01/2004, the name of the Employer(1) was changed to Goa State Scheduled Tribes Finance and Development Corporation Ltd., hence the Employer(1) continues to be in existence and only its name has been changed. He stated that the Goa State Scheduled Tribes Finance and Development Corporation Ltd. carrying out its activities from Panaji and it has employed about 10 Workmen out of whom around 5 persons are in the Clerical Grade. He stated that on 10/2/2003, the Employer (1) issued a tender notice invited sealed tender for several works, the cost of which was more than 1.5 crores. He stated that the Employer (1) has employed about 12 employees to the post of Lower Division Clerk. He stated that he was employed as Asst. Grade-I, which is equivalent to the post of L.D.C. He stated that the duties of Asst. Grade-I and L.D.C. are identical. He submitted that from the aforesaid facts, it is evident that the reasons given by the Employer (1) for termination of his service are false. He stated that he is unemployed from the date of his termination of his service till the date. He stated that he made efforts to secure gainful employment, but he has not been successful as yet.

7. He submitted that the Employer (1) also failed to follow the procedure prescribed in Section 25-G of the said Act. He submitted that the principle of "Last Come-First Go" was given a go-bye and the Employer (1) retained his juniors while retrenching him. He submitted that his juniors have been retained in service, though much senior to them has been illegally retrenched. He submitted that the termination of his service is in breach of section 25-F of the Industrial Disputes Act, 1947. He stated that the Employer (1) purported to offer him one month's wages in lieu of notice amounting to Rs. 8,009/- and retrenchment compensation at the rate of 45 days for each year of continuous service. However, the notice pay and the retrenchment compensation have been calculated only on the basic salary and dearness allowance and not on his full wages. He stated that his wages included other allowances which constituted components of his wages and they were not taken into account while calculating and offering the dues. This is in violation of the provisions of the Section 25-F of the Act which provides for payment of full wages and entire retrenchment compensation at the time of termination. He submitted that the provisions of Section 25-F of the Act are mandatory and the non-compliance thereof renders the termination in-operative, null and void ab initio. He therefore submitted that the action of the Employer (1) of terminating of his service, is therefore, illegal and invalid on this ground alone.

8. He stated that the provision of chapter V-A and V-B more particularly section 25F, 25G, 25H, 25N and 25O thereof are mandatory, the non-compliance whereof renders the action null and void ab initio, since the Employer(1) and Employer(2) has not complied with the said provisions and hence purported action is totally invalid in the eyes of law. He stated that, retrenchment simpliciter postulates that the establishment continues through with recruiting additional new staff by Employer (2) He stated that Govt. of Goa Housing Department Secretariat Porvorim Goa has reconstituted new Board of Directors of the Employer (1) vide Order N. 2/1-2/93-HSG(II) dated 06/01/2006 and appointed secretary (Housing) Govt. of Goa as the chairman of the board of Directors of Employer(1). He stated that he sought information/said Order under RTI Act 2005 vide letter No. 2/1/2020/HSG/299 dated 03/02/2020 from Housing Department Secretariat Porvorim Goa vide receipt No. 035246 dated 05/02/2020 the same was furnished by the Goa Housing Board vide letter No. GHB/ADM/1364/2020 dated 28/01/2020 to housing Department with copy endorsed to him on dated 05/02/2020 therefore the Certified copy of the said Order be taken on record as Exhibit, it is very much relevant to the present dispute reference with copy endorsed to him.

9. He stated that in the first place the contents of Para 2 of the Notice dated 09/10/2002 are seriously disputed, it is mentioned that “there is not much initiative taken by the Employer (1) official and Board of Directors to sell the flats or utilize the land in their possession to develop and sell”. He stated that this clearly shows that Govt. has blamed the employees of the Employer (1) for the loss occurred by the Employer (1) and hence denied the opportunity of employment to the Workman. It is wilful and deliberate. He stated that the Govt. has closed down the only place of the business for malafied reason such as victimization of the employees. He stated that the analogy of closure and the principles relating to the same to a case of transfer an undertaking is wrong. He stated that from these circumstances, the reasons advanced for terminating/retrenchment are not real and that termination is a colourable exercise of power and amounted to victimization of employees and unfair labour practice. He stated that he is entitled for a direction from this Hon’ble Court directing Employer (2) to reinstate/re-employ of the Workman concern in this dispute.

10. He submitted that in the notice dt. 09/10/2002, the Employer (1), stated that after retrenchment, the staff will be considered for fresh appointment against future vacancies with the Govt. of Goa. He stated that however, the said Communication contained a rider that the employees should fulfil all requirements as per the relevant Recruitment Rules, including age, educational qualification etc. He stated that the said conditions block his entry in Government service, since he was already over-aged as per the existing Recruitment Rules. He stated that he was well within the prescribed age limit at the time of his recruitment with the Employer (1). He stated that he had put in more than 8 years of service with the Employer (1) and it is/was unfair to deny him employment at the stage, when he crossed the age limit. He stated that the Employer (1) which is an arm and instrumentality of the Govt. ought to have relaxed the age limit for absorption of its surplus employees, in order to safe guard their employment. He stated that in any event, the Govt. of Goa ought to have relaxed the Rules as regard the age limit for absorption of the surplus employees of the Employer(1). He stated that the Employer (1) is wound up and its assets and liabilities have been transferred to the Employer (2). He therefore, entitled to reinstatement in the service of the Employer (2) with continuity of service and other benefits. He stated that in the alternative, he is entitled to be reinstated in service of any of the department of the Government of Goa with continuity of service and other benefits by relaxing the qualification as regards the age limit. The Workman therefore prayed to pass an award holding that the termination of his services by the management of the Employer(1) is illegal and unjustified and direct the Employer(1) to reinstate him in service on the same terms and conditions on which he was employed with the Employer.

11. The Employer (2) controverted the claim of the Workman by filing its written statement dt. 24/01/2012 at Exb. 12. The Employer(2), as and by way of its reply, submitted that the present proceedings are not maintainable as the Workmen who are agitating before this Hon’ble Tribunal have been duly retrenched on payment of one month’s salary after having obtained the approval of the Government. The Employer (2) submitted that the Workmen have not protested whilst being relieved but have accepted their retrenchment and hence the present proceedings cannot be entertained. The Employer(2) submitted that it was a Government owned the Employer(1) which was suffering heavy losses and hence therefore be wound up by the Government and its assets and liabilities of payment have been transferred to them. The Employer (2) submitted that the liabilities towards any employees of the Employer(1) have not been taken over by them, hence the Workmen cannot make any claims against either them or against the Employer(1) which is no longer in existence and hence the reference is therefore liable to be rejected. The Employer (2) submitted that the Party-I does not fall within the definition of “Workman” and as such the present dispute raised by Party-I is not maintainable in law.

12. Without prejudice to the above, the Employer(2), stated that the Employer(1) was established by the Govt. of Goa under the Company’s Act, 1956 on 30/09/1993 with the main objective of undertaking housing

improvement building schemes and other allied activities. The Employer (2) stated that the Board of Directors of the Employer (1) was appointed by the Govt. from time to time. The Employer (2) stated that after the Employer (1) was established, it began continuously incurring losses since 1995-96. The Employer (2) stated that the Employer (1) was not able to utilize its assets and fell short in achieving its objectives for which purpose it had been created. The Employer (2) stated that the funds allotted to the Employer (1) for construction of Low Income Group Houses by the Planning Commission were utilized for other purposes like construction of High Income Group Flats and no initiatives were taken by Employer (1) officials and/or its Board of Directors to sell the flats or utilize the land in its possession to develop and sell the same. The Employer(2) stated that on account of the fixed assets not being put to proper use, Employer(1) faced constant problem of funds and as such the comptroller and Auditor General of India then recommended its closure. The Employer(2) stated that due to the above reasons, the Govt. of Goa also therefore took a decision to wind up the Employer(1) and transfer the Housing schemes undertaken by the Employer(1) to them along with its assets and liabilities. The Employer stated that the Govt. further decided to retrench the existing staff of the Employer(1) by paying them the retrenchments benefits under the provisions of section 25P of the I.D. Act, 1947, i.e. by paying once month's wages in lieu of Notice and payment of 45 days compensation (Basic+D.A.) for every year of continuous service. The Employer (2) stated that in addition to the Retrenchment Compensation, the employees also received the other benefits as per their admissibility. The Employer stated that on 01/03/2004, by Deed of Transfer, all the assets and liabilities of the Employer (1) were transferred to them without any liability to the employees. The Employer(2) stated that in the Deed of Transfer executed between the Employer(1) and them, it has been clearly stated that the Employer(1) shall not be liable for any liabilities towards any claim (s) and of any retrenched employee to absorb to be absorbed in them. The Employer (2) stated that thus the retrenched employees have no right to claim absorption in them. The Employer (2) stated that once retrenchment has been undertaken by the Govt., the retrenched Workmen are not entitled for reinstatement. The Employer (2) submitted that the Employer(1) has been duly wound up as per the decision of the Govt. by an order dt. 05/02/2002. The Employer(2) submitted that the termination has been done as per the Law and the Workmen have been paid one month's salary as well as retrenchment benefits and the Workmen are therefore not entitled to raise any dispute now. The Employer (2) denied the overall case as pleaded by the Workmen and prayed for dismissal of the present reference.

13. Thereafter, the Workman filed his rejoinder on 14/02/2012 at Exb. 13. The Workman, as and by way of his re-joinder affirms and confirms all the statements/submissions made in the statement of claim and denies all averments made in the written statement which are contradictory to or inconsistent with his case as set out in the claims statement. He stated that his retrenchment is illegal as the Employer (1) has not complied with the mandatory provisions of Section 25F of the I.D. Act, 1947 and that no approval of Govt. was taken prior to his retrenchment. He submitted that there was no cause or reason for retrenchment of the Workman.

14. Based on the pleadings filed by the parties hereinabove, this Hon'ble Court was pleased to frame the following issues on 13/08/2012 at Exb. 16.

1. *Whether the Workman/Party-I proves that he is a "Workman" within the meaning of Sec.2(s) of the I. D. Act, 1947?*
2. *Whether the Workman/Party-I proves that the action of M/s. Goa Construction Housing & Finance Ltd., Panaji in terminating his services w.e.f. 09/10/2002 due to winding up of the said corporation is illegal & unjustified?*
3. *Whether the Employer/Party-II (2) proves that the present Order of Reference issued by the Government of Goa is not maintainable in view of the objections raised in para 1, 2 & 5 of its Written Statement?*
4. *Whether the Workman/Party-I proves that he is entitled to any relief?*
5. *What Order? What Award?*

15. My answered to the aforesaid issues are as follows:

- | | | | |
|----|-------------|---|--------------------|
| a) | Issue No. 1 | : | In the Affirmative |
| b) | Issue No. 2 | : | In the Affirmative |
| c) | Issue No. 3 | : | In the Negative |

d) Issue No. 4 & 5 : As per final order

REASONS

14. Based on the pleadings filed by the parties hereinabove, this Hon'ble Court was pleased to frame the following issues on 13/08/2012 at Exb. 16.

16. Issue No.1:

The Employer resisted the claim of the Party-I by alleging that the Party-I is a not a "workmen" as defined u/s 2(s) of the I.D. Act, 1947. The burden was therefore put on the Party-I to prove that he is a "workman" as defined u/s 2(s) of the I. D. Act, 1947. The term, "Workman" has been defined u/s 2(s) of the I. D. Act, 1947 and it means "any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has led to that dispute, but does not include any such person.

- (1) *who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or*
- (2) *who is employed in the police service or as an Officer or other employee of a prison or*
- (3) *who is employed mainly in a managerial or administrative capacity*
- (4) *who, being employed in a supervisory capacity draws wages exceeding Rs. 1,600/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

17. Thus, from the bare reading of definition of "Workman" under the I. D. Act, 1947, it is clear that in order to prove the concerned employee is a 'Workman' or not within the meaning of the said act, he/she must prove that he/she was employed in an 'Industry' as defined under the said Act and secondly he/she was employed to perform any of the work such as to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward and that it is not sufficient to prove that the concerned employee was not falling in any of the exceptional category i.e. administrative, managerial and/or supervisory in nature and drawing a salary of more than Rs. 7,500/- p.m.

18. In the case of **H. R. Adyanthaya V/s Sandoz (I) Ltd. reported in 1994 (69) FLR 593** wherein the Hon'ble Supreme Court of India held that a person claiming to be a Workman under the I. D. Act, 1947 must show that he was employed to do the work of any of the category which of manual, unskilled, skilled, technical, operational, clerical or supervisory and that is not enough that he was not covered by either of the four exceptions to the definition of the Workman.

19. In the case of **Management of M/s Sonapate Co-operative Sugar Mills Ltd. V/a Ajit Singh** reported in 2005 LAB IC 1315, wherein the Hon'ble Supreme Court of India observed that the question as to whether the Employee has been performing a clerical work or not is required to be determined upon arriving at the findings as regards the dominant nature of duty with a view to give effect to the expression to do "any manual unskilled, skilled, technical, operational, clerical or supervisory work", the job of the concerned employee must fall within one or other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto, he would be a Workman".

20. Therefore, in order to prove that the Party – I was a "Workman" as defined u/s 2(s) of the I. D. Act, 1947, the Party – I has to prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work. It is well settled law that whether a person is a 'workman' or not as defined u/s 2 (s) of the I. D. Act, 1947 has to be decided on the basis of the predominant nature of duties performed by the concerned person at the relevant time, it cannot lay down any straight jacket formula.

21. In the case in hand, the Workman was working as Asst. Grade-I with the Employer (1) at the time of termination of his service. The Workman pleaded that he was employed as Asst. Grade-I which is equivalent to the post of Lower Division Clerk and that the duties and work of Asst. Grade-I and Lower Division Clerk are identical. The Workman has however did not plead his duties and responsibilities in his claim statement filed in the present proceedings. The Workman, in his evidence produced on records a copy of the office order dt. 09/04/1997 at Exb.64-colly. The said office order at Exb.64-colly indicates that the Party-I was drafted for

maintenance of outwards register, Distribution of Tapal in office and also outside office, and maintenance of hand delivery register, maintenance of register on postage stamp accounts, preparation of weekly arrears statement of the EST section and submit it every Monday at 11.00 a.m., Regular payment of electricity Bill office rent, security charges, telephone bills, lease Rent etc., Insurance and Taxes in respect of office vehicle, maintenance and repairs of all office vehicles and all matters pertaining to vehicle of the Corporation, maintenance, contracts in respect of Accounts, typewriters, fax machines, Xerox machine etc. and to ensure smooth functioning of these machines, processing of T.A. Bills and medical reimbursements, telephone reimbursements and other claims of the staff, maintenance of section Dairies of EST and marketing section, matter pertaining to official tours of the staff, any other work assigned to him by his superiors. The aforesaid duties performed by the Party-I are of clerical in nature. During the course of cross examination, the Party-I deposed that he was performed clerical duties and as such the Party-I is a “workman” within the meaning of section 2(s) of the I. D. Act, 1947. The issue No.1 is therefore answered in the affirmative.

22. Issue No. 2 & 3:

I decide the issue No.2 & 3 simultaneously as both the said issue No.2 & 3 are internally linked with each other.

23. While deciding the issue No.1 herein above, I have discussed and come to the conclusion that the Party-I is a ‘Workman’ within the meaning of section 2(s) of the I. D. Act, 1947 as such this court has every jurisdiction to adjudicate the present reference.

24. The Workman pleaded that his services have been terminated on the spacious ground that the Employer (1) is being wound up and his assets and liabilities are/were being transferred to the Employer (2) and that this is not a closure of the project or establishment and that the establishment of the Employer(1) were and are existing even after the process of winding up of the Employer(1) and as such the termination of his services is illegal and unjustified.

25. The Workman has produced on record his termination order dt.09/10/2002 (Exb.41). The said termination order of the Workman read as under:

The Goa Construction Housing and Finance Corporation Ltd. has been established under the Company's Act, 1956 on 30/09/1993 by the Govt. of Goa with the main objective to undertake Housing, improvement, Building Schemes and other allied activities. The Board of Directors on the Corporation has been appointed by the Govt. from time to time.

Although, the Corporation has been established 8 years back, it is continuously incurring losses since, 1995-96. The Corporation is not able to utilized its Assets and fulfill its objectives for which it is created. It has not utilized the funds allotted for low income housing by the planning commission and has transferred the same to other purposes. There is not much initiative taken by the Corporation officials and Board of Directors to sale the flats or utilize the land in their possession to develop and sale. There is constraint refrain of lack of funds because of not putting the fixed Assets to proper use. The Controller and Auditor General of India has recommended the closure of this Corporation.

The Govt. therefore has taken a decision to wind up the corporation and transferred the Housing Scheme undertaken by him to the Goa Housing Board along with the Assets and Liabilities. Further, the Govt. has decided to retrench the existing staff of the Corporation by paying them retrenchment benefits under the provisions of section 25-P of the I. D. Act, 1947 i.e. to say by giving one month's notice wage in leave of notice and payment of 45 days compensation (Basic + D.A.) for every year of continuous service. In addition to retrenchment compensation, the Employees will get other benefits as admissible.

After the retrenchment of the staff they will be considered for fresh appointment against future vacancies with the Govt. of Goa, provided they fulfil all the requirement as per the relevant recruitment rules including, age, Educational Qualification and performance Report of good work and conduct during the previous service span. However, on fresh appointment, these Employees will have to repay to the Govt. of Goa, retrenchment benefits and payment released to them along with 10% interest.

You being one of such workmen, you are hereby retrenched from the services of corporation with immediate effect. Alongwith this letter, we are offering you one month's wage in lieu of notice and retrenchment compensation at the rate of 45 days wage (Basic+D.A.) for each year of continuous service.

26. The aforesaid termination letter of the Workman clearly shows that the services of the Workman has been retrenched by the Employer (1) on account of its continuous losses by way of winding up. The said letter of termination of the Workman indicates that the Employer (1) has paid retrenchment benefits under the provisions of section 25-P of the I.D. Act, 1947. However, on careful perusal of section 25-P of the I.D. Act,

1947 is not applicable, but section 25-F of the I.D. Act, 1947 is a mandatory provision for retrenchment. It appears that Section 25-P is typed erroneously instead of section 25-F which lays down conditions precedent to retrenchment of workmen.

27. It appears from the records produced by the Workman at exb.38, the Employer(1) were having altogether 20 staffs which includes manager (Adm.), Jr. Officers, (Accts) and (Admn.) and Asst. Accounts, Asst. Gr-I, Jr. Stenographers, receptionists, Supervisors, Drivers and Attendants. Thus, Chap-VA of the I.D. Act, 1947 is applicable and not Chap-VB will be applicable. Section 25-FFA provides that an employer who intends to close down an undertaking shall serve, at least 60 days, before the date of which the intended closure is to be effective a notice in the prescribed manner on the appropriate Government stating clearly a reasons for the intended closure of the undertaking. Proviso to the said section 25-FFA indicates that nothing in this section shall applied to an undertaking in which less than 50 workmen are employed or less than 50 workmen were employed or an average per working day in the preceding 12 months and / or an undertaking set up for the construction of building, bridges, roads, canals, dams or for other construction work or project. In the instant case, the employer was having only 18 workmen and as such there is no necessity to give notice of 60 days to close down an undertaking.

28. As the Employer (1) has been transferred its Assets to the Employer (2), hence Section 25-FF of the I. D. Act, 1947, will be applicable.

Section 25-FF- Compensation to workmen in case of transfer of undertakings:-

Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to or that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of section 25-F, as if the workman had been retrenched:

Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if –

- (a) *The service of the workman has not been interrupted by such transfer;*
- (b) *The terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and*
- (c) *The new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer.*

24. In the case in hand, the Employer (1), has transferred its Assets to the Employer (2), by Deed of Transfer dt.01/03/2004 Exb.59. In Clause 3 of the said Deed of transfer at Exb.59 it has been stated that it is made clear that the services of 14 employees have been retrenched by the Employer (1), by paying compensation and the Employer (2), shall not be liable for any liability towards in claim of any employee to absorb these employees in the Employer (2).

30. The sole witness of the Employer(2) Shri Ramesh Raikar, deposed that the Employer(1) was a Government owned Corporation which was suffering heavy losses and has therefore been wound up by the Government and its assets and liabilities of payment have been transferred to Employer(2). He deposed that the liabilities towards any employees of the said corporation have not been taken over by the Employer (2) and hence the workman cannot make any claim against either the Employer(2) or against the Employer(1) which is not in existence. In his cross examination, the said Shri Ramesh Raikar, admitted that in clause 3 of the said deed of transfer at Exb.59, it is written as the liabilities of the Employer(1) are listed in the Annexure-I. He admitted that the said Annexure-I has not been produced by him on record in the present proceedings. He deposed that no resolution of whatsoever nature was passed by the BOD of Employer (1) to delegate the powers to its Managing Directors to retrench the Workman under reference. He admits that at the relevant time of retrenchment, the Workman under reference, the Government of Goa has not dissolved the BOD of the Employer (1). He admits that the BOD of the Employer (1), has held its meeting ever after the dissolution of the Employer (1), and the last meeting of the Employer (1), was held on 19/09/2003 i.e. the 54th meeting of the Employer(1). He admits that the Employer (2), has taken all the steps to wind up the Employer (1) and to merge

with the Employer (2). He admitted that after winding up of the Employer (1), all the assets of the Employer (1) has been taken over by the Employer (2). He admits that in terms of the said cabinet note at Exb.65-Cross all the assets and liabilities of the Employer (1) were taken over by the Employer (2). He admits that agreement of transfer was executed on 01/03/2004 but the said agreement is not registered before the Sub-Registrar. He admits that both the Employers i.e. Employer (1) and Employer (2), are coming under the housing.

31. The Deed of Transfer on record at Exb.59 has been exhibited on 01/03/2004 between the Employer (1) and the Employer (2). As per Government letter dt.06/02/2002. The said deed of transfer indicates that the liabilities of the Employer (1) has been taken over by the Employer (2) and the Employer (2) shall be fully liable to clear the liabilities. The admissions of the Employer (2) are fatal to the case of the Employer. The fact that the deed of transfer which involves immovable property exceeding Rs.100/- was not being registered under the Indian Registration Act, is one such fact. The other being that the services of the employees were transferred to the Employer (2) is another such fact.

32. The term “retrenchment” has been defined u/s 2 (OO) of the I.D. Act, 1947. Similarly Section 25 F of the I.D. Act provides for condition precedent for a valid retrenchment of the Workmen and it reads as under

Section 25F- No Workmen employed in any industry who has been in continuous service for not less than one year under an Employer shall be retrenched by that Employer until-

(a) The Workmen has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workmen has been paid in lieu of such notice, Wages for the period of the notice.

(b) The Workmen has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months and

(c) Notice in the prescribed manner is served on the appropriate government (or such authority as may be specified by the appropriate government by notification in the Official Gazette)

33. Thus, section 25 F of the I.D. Act, is mandatory for the retrenchment of any of the Workmen. In the present matter, it appears that the Workman has been paid one month's wage i.e. an amount of Rs. 8009/- and a sum of Rs. 94,791/- towards retrenchment compensation @45 days wage for each year of continuous service. In fact, the Workman is entitled for 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. The retrenchment compensation should be paid to the Workman for his 8 years of service comes to Rs. 32,036/-. On the contrary, the Workman was paid an amount of Rs. 94,791/- which is higher than the required amount of Rs. 32,036/-. Neither the Employer (1) nor the Employer (2) has not produced on record a notice in the prescribed manner served on the appropriate Government. During the course of cross-examination of sole witness of the Employer (2) Shri Ramesh Raikar, deposed that he is not aware if the Employer (1) has served a notice of retrenchment to the State Government, State Regional Labour Commissioner at the time of retrenchment of the Workmen. Thus, the Employer (1) has failed to follow Section 25(c) of the I. D. Act 1947, and as such the retrenchment of services of the Workman is illegal.

34. While retrenching the services of the Workman, the Employer (1) has stated that it has been in loss since its establishment. The Employer (2) also produced on record a note of cabinet at Exb.65-Cross towards winding of Assets and Liabilities of the Employer (2). On the contrary, the Workman pleaded and stated on oath that in the balance sheet of the Employer as on 31/03/2005 under the head of work in progress, the amount shown in Rs. 1,44,146,353.56/- and “cash and bank balances” were Rs. 11,561,411,69/-. He stated that in the balance sheet as on 30/09/2003, the amount of “Work in Progress” was Rs. 139,182,945.59/- and the amount of “cash and bank balance was Rs.24,196.400.14/-. The Employer (1) held meeting of its BOD and Annual General meeting in the year, 2003 and 2004. He deposed that in the 55th Meeting of the Board of Directors of the Employer(1) held on 07/01/2004, the name of the Employer(1) was changed to Goa State Scheduled Tribes Finance and Development Corporation Ltd. and hence the Employer(1) continues to be in existence and only its name has been changed. He deposed that on 10/02/2003 the Employer (1) issued a tender notice invited sealed tenders for several works the cost of which was more than 1.5 crores. In support of his oral evidence, the Workman also produced on record a balance sheet of Employer(1), held on 31/03/2005 (Exb. 47-Colly), a copy of Navhind Times dt. 14/02/2003 (Exb. 46), wherein a notice inviting tender has been published.

35. During the course of cross-examination of sole witness of the Employer(2), Shri Ramesh Raikar, clearly admitted that the BOD of the Employer(1) has hold its meeting even after the dissolution of the Employer(1) and the last meeting of the Employer(1) was held on 19/09/2003 i.e. 54th Meeting of the Employer(1). He

deposed that in the minutes of 13th Annual General Meeting held on 17/03/2006 at 5.30 p.m. in the Chamber of Chairman, GCHFC, Secretariat, Porvorim-Goa. He admitted since, the 13th Annual General Body Meeting was held on 17/03/2006 the said Employer (1) was in existence on the said date.

36. The aforesaid evidence on record indicates that the Employer (1), is not closed but still in existence. Thus, the Workman proved that the action of the Employer (1), in terminating his services w.e.f. 09/10/2002 due to its winding up and transfer of its assets and liabilities to the Employer (2) is illegal and unjustified. The issue No.2 is therefore answered in the affirmative and the issue No.3 is answered in the Negative.

37. *Issue No.4:*

While deciding the issue No.2 hereinabove, I have discussed and come to the conclusion that the action of the Employer (1) in terminating the services of the Workman w.e.f 09/10/2002 due to winding up of the said Employer (1) is illegal and unjustified.

The Workman pleaded and stated on oath that he is unemployed from the date of his termination of his services till date. The Workman therefore entitled for reinstatement in services of the Employer (2), along with 50% back wages and continuity in services with immediate effect and all other consequential benefits in which the Assets of the Employer (1), has been merged.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Goa Construction Housing and Finance Corporation Ltd., Panaji, in terminating the services of the Workman, Shri Dayanand Chodankar w. e. f. 09-10-2002 due to winding up of the said Corporation and transfer of it's assets and liabilities to the Goa Housing Board, Goa, is illegal & unjustified.

2. The Employer, M/s. Goa Construction Housing and Finance Corporation Ltd., Panaji is hereby directed to reinstate the Workman, Shri Dayanand Chodankar, Asst. Grade-I, along with 50% of back wages and continuity in services with immediate effects.

3. No Order as to Cost.

4. Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Panaji.

Notification

No. 28-02-2026-LAB-Part-III-69

Date : 30-Jan-2026

The following Award passed by the Labour Court-II, at Panaji-Goa on 12-01-2026 in Case Ref. No. LC-II/IT/30/2023 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O.F. Pinto, Under Secretary (Labour).

Porvorim.

**LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref.LC-II/IT/30/2023

Shri Milind Vinayak Naik,
H. No. 772, Manchi Waddo,
Colvale, Bardez –Goa-403 513.

..... Workman/Party I

V/s

The Director,
M/s. Nebula Home Products Pvt. Ltd.,
Plot No. 53, Pilerne Industrial Estate,
Pilerne, Bardez-Goa (403 511).

..... Employer/Party II

Workman/Party I represented by Ld. Adv. Shri. S. Khot.

Employer/Party II represented by Ld. Adv. Shri. P. J. Kamat.

Panaji, dated:12-01-2026.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947), the Government of Goa, by Order dated 12-12-2023, bearing No. 28/33/2023-LAB/832, referred the following dispute for adjudication to the Labour Court-II of Goa, Panaji, Goa.

- “(1) *Whether the action of the management of M/s. Nebula Home products Private Limited, Plot No. 53, Pilerne Industrial Estate, Pilerne, Bardez, Goa, in dismissing the services of its Workman, Shri Milind Vinayak Naik, Inspector Quality Control, with effect from 13-10-2021, is legal and justified?*
- (2) *If not, what relief the Workman is entitled to?”*

2. On receipt of the reference, a Case was registered under No.LC-II/ IT/30/2023 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short ‘Workman’) filed his Statement of Claim on 02/02/2024 at Exb. 5. The facts of the case, in brief as pleaded by the Workman are that he was employed by the Employer/Party –II (for short “Employer”) since 10/04/2000 continuously for more than 20 years. He stated that on 05/12/2020, he was posted for night shift. He stated that he was scheduled to work in the punching area on the YOCO Machine from 12.30 a.m. to 8.30 a.m. in the morning of 06/12/2020. He stated that he had travelled alongwith his colleagues in Ertiga Car which was arranged by the Employer for its workers. He stated that he, along with his colleagues namely Shri Ajay Gawas, Nandan Gawas and Shri Nagesh Naik, punched the card at around 12.25 a.m. and joined the work. He stated that after punching, he was in complete uniform which was provided to him by the Employer.

3. He stated that he had received a show cause notice dt.09/01/2021. He stated that he had given his detailed reply to the said show cause notice on 16/01/2021. He stated that he was received on the charge-sheet dt.23/01/2021 with a direction to provide explanation within three days of receipt of the said charge-sheet issued to him by the Employer. He stated that the said charge-sheet was received by him on 28/01/2021 at around 12.30 p.m. He stated that on account of his health issues, he had filed an application dt.29/01/2020 seeking time to file reply and to remain present before the authority for investigation. He stated that thereafter, on 04/02/2021, he filed a preliminary reply denying all the charges and allegation which was imposed upon him. He stated that he has never entered in a Gluing area as alleged in para 2 of the charge-sheet. He stated that per contra, he had gone near the maintenance area to collect his bag. He stated that the said bag was containing a mixer which he has brought from home so as to give it for repairing after work. He stated that the charges mentioned in the charge-sheet are false and fabricated so as to pressurize him and to weaken the negotiations in the COD. He stated that he had been charged for the acts of misconduct under the CSO of the Employer under clause 48(1.3) which speaks about the theft, fraud or dishonesty in connection with the Employer’s business or property inside and outside of the establishment of the theft of property of another employee within the premises of establishment. He stated that he has also been charged under clause 48(1.11) which speaks about “Commission of any act subversive of discipline or good behavior on the premises of the establishment or any place outside the premises. He stated that he was working with honesty and showed good behavior in the Employer Company and with employees/colleagues. He stated that he has also been charged under clause 48(1.57) which speaks about “Refusal to wear uniform/safety apparels issued by the company while on duty. He stated that upon joining the duty, he had worn the company’s uniform i.e. Blue T-shirt and was in complete company’s uniform till the time he punched out in the morning after completing his shift. He stated that he has also been charged under clause 48(1.65) which speaks about “Being found without permission previously obtained, on any part of the premises of the establishment on which by nature of his work he is not called for

expected to go during working hours. He stated that he was in his punching area on YOCO Machine. He stated that he has not entered any other area of the company and hence he cannot be charged with offences as mentioned above. He stated that he had an experience of working in various posts and positions. He stated that he has initially joined in this company as a Helper and thereafter, was working as “Assistant Quality Inspector”.

4. He stated that due to Covid-19 pandemic, the staff was reduced and he was given the work as YOCO Machine Operator which he has accepted gracefully. He stated that he has actively involved in the trade union activities and serving as a treasurer in Gomantak Mazdoor Sangh since, 2020. He stated that on 6/12/2020 at around 12.20 a.m. when he entered the factory gate, he was checked by a security Mr. Umesh along with his bag in which he was carrying a mixture as on the next day it was supposed to be taken for repairing after duty hours. He stated that he had kept the said bag near maintenance area and thereafter he joined his duties. He stated that after breakfast at the canteen at around 8.30 a.m., he changed his uniform and left the factory in Ertiga Car which was hired/allotted by the Employer and went home. He stated that on 6/2/2021, after the shift got over, he along with other colleagues punched out at the same time and thereafter moved towards the car which was arranged by the Employer. He stated that before crossing the gate of the Employer, the security guard Mr. Umesh checked his bag. He stated that the said bag was kept on the last seat where the said Mr. Nandan Gawas and Mr. Nagesh Naik was sitting on the last seat of the Ertiga Car. He stated that in the said Ertiga Car, he along with his other colleagues were also present namely, Mr. Ajay Gawas, Mr. Nagesh Naik, Mr. Nandkumar Gawas, Mr. Kamlakar Ardekar and Mr. Krishna Gawas. He stated that he had carried the said mixture in a medium size bag. He stated that the allegations on him is of computer PC theft is false. He stated that theft of computer PC is grossly improbable as the PC monitor will not fit in the said bag which he had carried. He stated that on the very next day, he came to know that some PC monitor is missing from the company and he is charged of theft of the said PC monitor.

5. He stated that on 23/1/2021, a charge-sheet was issued to him which was received by him on 28/1/2021 at around 12.30 p.m. He stated that he had filed his preliminary reply on 4/2/2021 to the said charge-sheet and a detailed reply on 18/8/2021. He stated that the Ld. Inquiry Officer did not give him any opportunity to file the said detailed reply during the course of proceedings. He stated that apparently, the Employer is not satisfied with his reply and hence the Employer has initiated inquiry against him. He stated that he had punched in at the given time by the Employer and also punched out at the given time by the Employer along with other colleagues who were present for night shift. He stated that during the Covid-19 pandemic, when most of the workers were fired from the company, he played an active role in ensuring that the workers are taken back into employment by the Employer. He stated that he was sincerely working for the Employer for the last 20 years.

6. He contended that during the inquiry, the said Ld. Enquiry Officer has failed to appreciate the documents on records and failed to come to grips with the matter. He stated that Ld. Enquiry Officer also failed to appreciate the evidence on records. He submitted that the Ld. Enquiry Officer has not at all considered any documents produced on records. He submitted that the Ld. Enquiry Officer averred to any of the said documents. He submitted that the Ld. Inquiry Officer has also not given any reasons or discussions or made any observations on the said documents not being considered. He submitted that the Ld. Enquiry Officer has not given sufficient reasoning for the order being passed in favour of the Employer. He submitted that the Ld. Enquiry Officer himself was an employee of the company, hence the Ld. Enquiry Officer was biased during the proceedings. He submitted that he had not committed theft of the PC Monitor as alleged by the Employer and as proved sufficiently through the witnesses which has been overlooked and conveniently ignored by the said Ld. Enquiry Officer. He stated that Furthermore, a crime of ‘Theft’ can only be established by a court of law, which has not happened in the present matter. He further submitted that the Ld. Enquiry Officer has acted in a partial and one-sided manner thereby overlooking the law and certainly overlooking the facts which were in his favor. He submitted that the Ld. Enquiry Officer has not rightly appreciated the facts and circumstances of the case at hand and furthermore, has turned a blind eye towards the substantial evidence on record which tilts the matter in his favour. He further submitted that the Ld. Enquiry Officer has acted in a biased manner thereby overlooking the rights and his contentions. He submitted that the thereafter, the order was passed by Director of the Company thereby dismissing him vide dismissal letter dt.13/10/2021 and thereby informing the jurisdiction to file Appeal. He stated that on 8/11/2021 he filed an appeal before the Managing Director of the Employer as informed by the Director of the Employer. He stated that he prayed that to call the records and proceedings of domestic inquiry in respect of charge-sheet dt.23/1/2021 issued against him by the management of the Employer and that quash and set aside the order dt.13/10/2021 passed by the Employer. The Workman also prayed that the Employer be directed to pay the Appellate all the outstanding payments forthwith and the Employer be directed to conduct free and fair inquiry by appointing new Enquiry Officer.

7. He stated that the Employer sent a copy of the letter thereby calling for hearing/argument on 24/12/2021. He stated that on 24/12/2021, he alongwith his lawyer and the Employer alongwith his lawyer were present for the hearing. He stated that however, the Employer's Representative Mr. Joel Fernandes informed them that the Managing Director does not wish to hear oral arguments. He stated that he was informed to file a written arguments and adjourned the matter on 22/1/2022 for written arguments of Management Representatives. He stated that on 22/1/2022, he along with his lawyer reached near the gate of the Employer premises and the Employer security guard after taking instructions from the Management Representative informed him that the hearing was adjourned and the next date will be communicate through notice. He stated that thereafter several occasions, he appeared to enquire about the date however the security guard informed him that the date of the hearing will be communicated through notices. He stated that thereafter his lawyer enquired and gave several reminders to the management lawyer. He stated that on 01/03/2022, the management lawyer called his lawyer and informed that the Employer wishes to file written arguments in the said appeal and fixed the hearing on 04/03/2022 to the Employer's lawyer office at Patto, Panaji-Goa. He stated that during the course of hearing, neither the Management Representative nor the Managing Director remained present for the said hearings. He stated that in the said hearing, the management lawyer filed its written arguments and did not provide any further date. He stated that thereafter on several occasions, he visited the Employer's entrance gate to inquire about the next date of hearing, to which neither the security guard nor HR provided any date of hearing. He stated that on 20/04/2022, he directly visited the Employer company and inwarded his written arguments to the Management Representative to which he received and duly acknowledged the same. He stated that thereafter not a single hearing was conducted. He stated that he was in a hope that the Managing Director will issued a notice and will take the hearing to pronounce the order. He stated that on 29/06/2022, he filed an application requesting to pronounce the order/judgment. He stated that on 18/07/2022, he received a letter dt.12/07/2022 informing that the order was already being pronounced in his absence and the Appellate Authority did not issue any notice/letter to him. He stated that the said Managing Director has not conducted any proceedings and was biased while pronouncing the order/judgment in the said appeal. He stated that the said domestic inquiry as well as Appellate proceedings was conducted in a biased manner and in total violation of the principles of natural justice. He stated that the order of dismissal dt.13/10/2022 issued to him is nothing by an act of victimization. He stated that the management has deliberately, with malicious intention, roped him in charging totally false and fabricated with the sole agenda of terminating his services.

8. He stated that since the time of his dismissal he has been leaving in frustration and depression. He stated that he has no source of income and has become a burden on his aged parents and family. He therefore requested the Employer to direct the management in the meantime to take him in the employment pending disposal of the present complaint. He stated that on 15/10/2022 he raised a dispute against the Employer pertaining to the illegal dismissal of his services before the Labour Commissioner which ended in failure on account of adamant approach of the Employer. He submitted that the action of the Employer in retrenching him w.e.f. 13/10/2021 is illegal. The Workman therefore prayed to direct the Employer to quash and set aside the order dt.13/10/2021 and reinstate him with immediate effect in service alongwith full back wages and continuity in service and consequential benefits thereof.

9. The Employer resisted the claim of the Workman by filing its written statement on 21/2/2024 at Exb.6. The Employer, as and by way of its written statement, submitted that it is a Pvt. Ltd. Company registered under the company's Act, 1956. The Employer stated that it is in the business of manufacturing and supply of packaging products specialize in design and manufacture of printed paper board, cartoons for well-known international brand i.e. Colgate. The Employer stated that the goods manufactured by them are supplied to M/s Colgate Palmolive India Ltd. and others and M/s Colgate Palmolive India Ltd. is a primary client. The Employer stated that it has the departments namely, Production Dept. – Glowing Dept., Punching Dept., Varnish Dept., Printing Dept., Lamination Dept., Window Patching and Foiling Dept., Human Resource Dept., Quality Control Dept., Purchase Dept., Store Dept., Finance and Accounts Dept., Maintenance Dept., Prepress Dept., and Dispatch Dept. The Employer stated that the Workmen working in one Dept. cannot go to any other dept. without the permission the concerned manager/Supervisor. The Employer stated that on 05/12/2020 the Workman was working for night shift in punching area on YOCO Machine from 12.30 p.m. to 8.30 a.m. of 06/12/2020. The Employer stated that on 07/12/2020, the HR Department received missing report dt. 07/12/2020 from Mr. Prakash Sawant, Gluing Operator stating that on 05/12/2020 Saturday when Mr. Prakash Sawant was working in 2nd Shift from 4.30 pm to 12.30 am at the end of the shift, the PC Monitor, keyboard, UPS and CPU were all there on the table besides the gluing machine in the department. The Employer stated that however, on 07/12/2020 when Mr. Prakash Sawant reported in the morning shift from 8.30 am to 4.30 pm Mr. Sawant found PC monitor missing from the table. The Employer stated that a theft complaint on missing

items was filed to the Porvorim Police Station on 09.12.2020. The Employer stated that on investigation into the matter and on checking the area with the help of a CCTV surveillance cameras recording of 05/12/2020 and 06/12/2020, the Workman who was allotted work in punching area was located and identified in the gluing area on 06/12/2020 between 08.09.12 am to 08.09.27 am. The Employer stated that the Workman was taking PC monitor away from that area at around 08.09.27 am. The Employer stated that on 05/12/2020, the Workman after reporting for work in 3rd shift had not changed to factory uniform and was wearing the personal clothing while the Workman came to join the duty. The Employer stated that during the observations of the CCTV surveillance cameras of 05/12/2020 and 06/12/2020, the Employer observed that the personal clothing of the person was noticed in the gluing section and had taken the PC monitor from the table near gluing machine and the personal clothing of Workman which he was wearing when he entered the factory on 05/12/2020 in the 3rd shift and going out of the factory at about 8.30 am on 06/12/2020 completely matched.

10. The Employer stated that the Workman was also seen in the footage with a backpack and a plastic bag in his hands. The Employer stated that as per the CCTV footage except the Workman nobody else was noticed in the gluing area between 12.30 am of 05/12/2020 to 8.30 am of 07/12/2020. The Employer stated that on the complaint made by them to the Porvorim Police station, the Workman admitted before the police that he had gone to the gluing section on 06/12/2020. The Employer stated that thereafter the Employer issued show cause notice dt. 09/01/2021 to the Workman and he filed his reply dt. 16/1/2021. The Employer then issued a charge sheet dt. 23/01/2021 to the Workman. The Employer stated that a departmental enquiry was conducted against the Workman in which he was fully participated in person as well as through his advocate. The Employer stated that the hearings were held on 12/02/2021 and concluded on 14/08/2021. The Employer stated that the Ld. Enquiry Officer gave his finding on 02/09/2021 holding the Workman guilty of the misconducts charges:

- (i) Theft, fraud or dishonesty in connection with the employer's business or property inside the establishment.
- (ii) Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises.
- (iii) Refusal to wear uniform on 5-12-2020 while on duty.
- (iv) Being found, without permission previously obtained, on any part of the premises of the establishment on which by nature of his work he is not called for or expected to go during working hours".

11. The Employer stated that thereafter, vide its letter dt.06/09/2021 furnished a copy of the findings of the IO to the Workman calling upon the Workman to file his comments, if any, on the said finding within 7 days of the receipt of the same. The Employer stated that the Workman filed his comments on 20/09/2021. The Employer stated that after perusing the comments of the Workman Viz-a-viz the records of the Enquiry, findings of the Ld. Enquiry Officer, and related documents, they were not satisfied with the comments of the Workman on the findings of the Ld. Enquiry Officer. The Employer stated that a show cause notice dt.24/09/2021 was issued to the Workman to show cause why the Workman should not be dismissed from the services. The Employer stated that the Workman filed his explanation to the show cause notice on 05/10/2021 and reiterated his statements in his comments in brief. The Employer stated that having not satisfied with explanation to the show cause notice and taking into consideration the past records of the Workman, the Employer dismissed the Workman from service with immediate effects vide letter dt.13/10/2021. The Employer stated that the Workman filed an appeal dt. 8/11/2021 against the order of dismissal and the same was heard and dismissed by Appellate Authority on 11.12.2021. The Employer stated that thereafter the Workman raised a dispute before the Assistant Labour Commissioner at Mapusa Goa on 15/10/2022 & 28/10/2022 challenging the termination and requesting for intervention. The Employer stated that they have received a notice dt. 5/01/2023 from the Assistant Labour Commissioner at Mapusa Goa for discussions on the dispute raised by the Workman and to resolve the matter amicably. The Employer stated that it has filed their detailed reply on the dispute raised by the Workman vide the reply dt. 19/01/2023 denying all the allegations of the Workman and reiterated its stand on the issues. The Employer stated that the matter was taken up for discussion on various dates and as there was no settlement of the dispute, the same ended in failure and the present reference is made to this Hon'ble court u/s 10(1) (c) r/w with section 2A of the I.D. Act, 1947 for adjudication. The Employer stated that the present dispute is in relation to the theft of property of the Employer by the Workman. The Employer stated that the theft of the property is a serious misconduct and the Employer cannot repose any confidence in such a Workman. The Employer

therefore stated that the action of the Employer in dismissing the Workman is legal, justified and bonafide and the Workman is not entitled to the relief claimed by him.

12. Without prejudice, the Employer submitted that they conducted a fair and proper enquiry before taking the action of dismissal and the Workman has fully participated in the same in person as well as through his advocate. The Employer stated that in the event this Hon'ble Court comes to the conclusion that the enquiry is not fair, just or proper, the Employer craves leave of this Hon'ble Court to adduce evidence before this Court to prove the misconduct.

13. Thereafter, the Workman filed his Rejoinder on 12/01/2024 at Exb. 7. The Workman, by way of his Rejoinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made in written Statement.

14. Based on the pleadings filed by the respective parties hereinabove, this Hon'ble Court pleased to frame the following issues on 15/04/2024 at Exb. 8.

1. *Whether Workman/Party-I proves that no free, fair and proper enquiry has been held against him in respect of the charge -sheet dated 23/01/2021?*
2. *Whether the Employer/Party-II proves that the charges of misconduct levelled against the Workman/Party-I have been proved to the satisfaction of this Court by acceptable evidence in respect of charge sheet dated 23/01/2021?*
3. *Whether the Workman/Party-I proves that the action of the management of Employer in dismissing his services w.e.f. 13/10/2021 is illegal and unjustified?*
4. *Whether Workman/Party-I proves that he is entitled to any relief?*
5. *What order? What award?*

15. My answers to the aforesaid issues are as under:

- | | | |
|-----------------------------|---|---------------------|
| (a) Issue No. 1 | : | In the Negative. |
| (b) Issue No. 2 | : | In the affirmative. |
| (c) Issue No. 3 | : | In the Negative |
| (d) Issue N Issue No. 4 & 5 | : | As per final order. |

I have heard the oral argument of Ld. Adv. Shri. A. Bhagat h/f Adv. S. Khot appearing for the Workman as well as Ld. Adv. Shri P. J. Kamat representing the Employer. Both the parties have filed their synopsis of written arguments. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by both the parties. I have also carefully considered the submissions advanced before me and is of the opinion as under:

Reasons:

16. Issue No. 1 & 2:

While deciding the preliminary issue No.1 and No.2 I have discussed and come to the conclusion that a free, fair and proper enquiry have been held against the workman in respect of charge-sheet dt. 23/01/2021 and that the charges of misconduct levelled against the workman has been proved to the satisfaction of this court by acceptable evidence in respect of charge-sheet dt. 23/01/2021. The issue No.1 is therefore answered in the Negative and the issue No.2 is answered in the Affirmative.

17. Issue No. 3:

The Workman challenged his action of dismissal from services by the Employer on the ground of fairness of enquiry as well as proving of the charges of misconduct levelled against him vide charge-sheet dt. 23/01/2021. As stated above, this Hon'ble Court held that the free and proper enquiry has been held against the workman and the charges of misconduct levelled against the workman have been proved to the satisfaction to this Hon'ble Court. The Workman however did not plead that the punishment imposed upon him is disproportionate to prove the misconduct committed by him. During the cross examination of the witness of the Employer Shri Joel Savio Fernandes denied that the punishment issued to the workman is disproportionate to the proved misconduct.

18. Ld. Adv. Shri P. J. Kamat representing the Employer in his synopsis of written arguments submitted that the action of the Employer in dismissing the services of the Workman is just, fair and proper and relied upon two judgments of Hon'ble High Court of Bombay one in the case of 1) Kamal Sahdev Karna V/s. Bharat Petroleum Corp. Ltd. Reptd. in 2002 I CLR 1008 and another in the case of 2) Divisional Controller, M.S.R.T.C., Division Office, Buldana V/s. Pramod Onkarrao Deshmukh Reptd. in 2007 I CLR 271.

19. In the case of Kamal Sahdev Karna (Supra), the Hon'ble High Court of Bombay in para 21 of its statement of its judgment held as under:

“21 This takes up to consider second submission of Dr. Kulkarni, that the punishment, awarded is excessive and that lesser punishment would meet the ends of justice. At the outset, an alternative submissions made by Dr. Kulkarni deserves to be rejected outright. The petitioner as Material Manager, was required to uphold high degree of honesty and integrity. An employee holding a managerial post should set an working under him. A Material Manager was required to ensure protection of property of the Corporation. Committing theft of an article owned by ones own Company, in our view, is a grave misconduct and no leniency could be shown to such an employee. In case of theft, value of the articles would hardly matter because it is an act of theft itself which is punishable. Reinstatement of such an officer, is bound to send wrong signals to other workmen and will make discipline, already a fragile commodity, difficult to maintain. It would be against the interests of other workmen and management, if adequate punishment is not imposed. In our view, therefore, dismissal from service is adequate punishment in the present case”.

20. In the case of Divisional Controller, M.S.R.T.C., Division Office, Buldana(Supra), the Hon'ble High Court of Bombay in para 13 of its judgment held as under:

“13. In the result, therefore, the learned Single Judge erred in dismissing the petition against the order of the Industrial Court, whereby the Industrial Court had sought to interfere in the order of punishment imposed upon the respondent on the basis of proved misconduct. There is absolutely no material on record to hold that the punishment, which was imposed upon the respondent, was shockingly disproportionate to the proved misconduct. On the contrary, the misconduct being related to the misappropriation of the money and resultant loss of confidence in the respondent by the management of the Corporation, the punishment could not have said to be disproportionate to the proved misconduct and could not have been found fault with and hence, the impugned order as well as the order passed by the Industrial Court cannot be sustained and are liable to be set aside while confirming the order passed by the Labour Court”.

The judgment passed by the Hon'ble High Court of Bombay in its aforesaid cases are well established and also applicable to the case in hand.

21. In the case in hand, the charges of misconduct levelled and proved against the Workman vide charge-sheet dt. 23/1/2021 are : Theft, fraud or dishonesty in connection with the employer's business or property inside the establishment, Commission of any act subversive of discipline or good behaviour on the premises of the establishment or any place outside the premises, Refusal to wear uniform on 5/12/2020 while on duty and being found, without permission previously obtained, on any part of the premises of the establishment on which by nature of his work he is not called for or expected to go during working hours.

22. The aforesaid misconduct proved against the workman are grave and serious in nature. The Employer also produced on record a copy of complaint dt. 25/05/2009 (Exb. 38) against the Workman that the Workman hit Mr. Pundalik who was injured and lightly bleeding on the face and was sent to the hospital at Calangute for checking and dressing, and apology letter of the Workman dt. 26/05/2009 (Exb. 39) for his mis-behaving, a copy of the warning letter issued to the Workman dt. 12/08/2009 (Exb. 40) for sleeping during working at 04.02 a.m. behind the desk at QC office, copy of the letter of the Workman dt. 17/11/2012 (Exb. 41), the Workman had give assurance to adhere to all the company norms, rules and regulations pertaining to the area of his work, discipline office decorum and work in harmony with his fellow workmen and copy of show cause notice dt. 11/05/2016(Exb. 42), for negligence in his duties, thereby 98 crates (2557801) cartoons were rejected by the Colgate causing loss and his reply dated 13/05/2016 (Exb. 43) and the warning dated 16/05/2016 issued to the Workman (exb. 44) to the manager alleging his severe negligence. The aforesaid evidence on record clearly indicates that the past records of the Workman is blemished. Taking into consideration, the misconduct proved against the Workman as well as his past blemished records, the punishment of dismissal meted out to him is just, fair and proper. Thus, it is held that the Workman failed to prove that the action of the management in dismissing his services w.e.f. 13/10/2021 is illegal and unjustified. The issue No.3 is therefore answered in the Negative.

23. Issue No.4:

While deciding the issue No.3 hereinabove, I have discussed and come to the conclusion that the workman failed to prove that the action of the management of the Employer in dismissing his services w.e.f. 13/10/2021 is illegal and unjustified. In other words, the Employer proved that its action in dismissing the services of the Workman w.e.f. 13/10/2021 is legal and justified. The Workman is therefore not entitled to any relief. The issue No.4 is therefore answered in the Negative.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Nebula Home products Private Limited, Plot No. 53, Pilerne Industrial Estate, Pilerne, Bardez, Goa, in dismissing the services of its Workman, Shri. Milind Vinayak Naik, Inspector-Quality Control, with effect from 13-10-2021, is legal and justified.
2. It is held that the Workman Shri Milind Vinayak Naik is not entitled to any relief.

No Order as to costs.

Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Panaji.



Department of Law & Judiciary

Law (Establishment) Division



Addendum

No. 2-2-2020-LD (Estt)/Part-II/320

Date : 30-Jan-2026

Read:- (1) Order No. 2-2-2020-LD(Estt.)/part-I/2775 dated 17-10-2025.

In the above referred Order, the following paragraph shall be inserted before the last paragraph namely:

“The above Officers shall draw their salary against the vacant posts of the District Registrar (Headquarters) and District Registrar (North), respectively, from the date of accepting the post of District Registrar till the actual posting is done in relaxation of Fundamental Rule 17(1)”.

All the remaining contents of the said Order shall remain unchanged.

This issues with the approval of the Competent Authority and in supersession of earlier Addendum 2-2-2020-LD (Estt)/Part II/273 dated 22-01-2026.

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.



Addendum

No. 2-3-2020-LD(Estt)/Part-I/327

Date : 30-Jan-2026

Read: Order No. 2-3-2020-LD(Estt.)/Part-I/2796 dated 21-10-2025.

In the above referred Order, the following paragraph shall be inserted before the last paragraph namely:

“The officers mentioned at Sr. No. 1 & 2 shall draw their salary against the vacant post of Jt. Civil Registrar cum Sub Registrar, Mormugao-I and Jt. Civil Registrar cum Sub Registrar, Ponda-I respectively, from the date of accepting the post of Civil Registrar cum Sub Registrar till the actual posting is done in relaxation of Fundamental Rule 17(1)”.

All the remaining contents of the said Order shall remain unchanged.

Gajanan X. Bhonsle, Under Secretary, Law (Estt.).

Porvorim.

Department of Personnel**Order**

15/23/2023-PER/316

Date : 29-Jan-2026

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers in the cadre of Block Development Officer, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Shri Pranit Satyavan Naik, BDO, Dharbandora	BDO, Canacona
2.	Shri Gurudatta P. Naik, BDO, Canacona	BDO-I, Directorate of Panchayats, North(HQ)
3.	Shri Shubham Sadashiv Bhartu, BDO-II, Ponda	BDO-III, Directorate of Panchayats, North(HQ)

Shri Adarsh Dessai, BDO-II, Salcete shall hold the charge of BDO, Dharbandora in addition to his own duties.

Shri Ashwin alias Sadashiv Krishna Dessai, BDO-I, Ponda shall hold the charge of BDO-II, Ponda in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Department of Planning

Directorate of Planning, Statistics and Evaluation

Notification

No. DPSE/III/WEP/477/2024/2221

Date : 21-Oct-2025

The Government is pleased to constitute the Project Management Unit (PMU) under the Women Entrepreneurship Platform (WEP) to ensure the effective implementation, coordination, and monitoring of women-centric entrepreneurial programs and initiatives. The Project Management Unit shall be set up in the Department of Rural Development. The composition of Project Management Unit shall be as follows:

1.	Secretary (Rural Development)	Chairman
2.	Secretary (Industries, Trade & Commerce)	Member
3.	Director of Industries, Trade & Commerce	Member
4.	Director of Planning, Statistics & Evaluation	Member
5.	Expert for Mentoring, Training and Networking	Member
6.	Expert for access to finance & business support service	Member
7.	Expert for Legal and compliance	Member
8.	Expert for Market linkage	Member
9.	Director of Rural Development	Mission Director/ Member Secretary

The powers, functions & responsibilities of the PMU will be as follows:

- The PMU will be fully responsible for planning and execution of all the projects/assignments which have been recommended by the Steering Committee/Executive Committee.
- The PMU will identify challenges faced by women entrepreneurs, identify women dominated sectors, plan awareness and registration drives, define the strategic action plan & suggest policy interventions.
- The PMU will be responsible for monitoring and evaluation of program outcomes and impact, documentation and dissemination of best practices and success stories.
- All members of the PMU shall work under the guidance of Mission Director/Member Secretary.

This issues with the approval of Government vide U. O. No. 6977/F dated 16-10-2025.

By order and in the name of the Governor of Goa.

Vijay B. Saxena, Director & ex officio Jt. Secretary.

Panaji.

Addendum

No. DPSE/III/WEP/477/2024/2220

Date : 21-Oct-2025

Read: No. DPSE/III/ WEP/477/2024/1279 dated 05-09-2024.

In the above referred Notification after Sr. No.9, the following line shall be inserted.

10. Smt. Pallavi Salgaocar, Chairperson of the Women Empowerment Committee of ASSOCHAM	Member
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And Sr. No. 10 in above referred Notification may be read as Sr. No. 11.

The rest of the content of the above read Notification shall remain unchanged.

This issues with the approval of Competent Authority.

By order and in the name of the Governor of Goa.

Vijay B. Saxena, Director & ex officio Jt. Secretary.

Panaji.

Department of Public Health

Order

No. 22/4/97-I/PHD

Date : 28-Jan-2026

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No.COM/II/11/24(2)/2025/340 dated 08-12-2025, Government is pleased to promote the following Biochemists to the post of Chief Biochemist, Group 'B', Gazetted in the pay scale of ₹9,300-34,800+Grade Pay ₹4600/- under the Directorate of Health Services on regular basis with immediate effect.

1. Smt. Mini Vinish Thomas.
2. Smt. Sanika S. Naik Gaonkar.

The promotions are made against the vacancies occurred due to revival of post vide Order No. 48/1/2020-I/PHD/1549 dated 07-07-2021 and due to demise of Smt. Seema Palav, Chief Biochemist on 25-03-2021.

By order and in the name of the Governor of Goa.

Dr. Pooja M. Madkaikar, Under Secretary (Health-II).

Porvorim.

Department of Revenue**Order**

No. 26/04/05/2025-RD/138

Date : 30-Jan-2026

The Government of Goa is hereby pleased to constitute a Committee for coordination between the Survey of India and State Government and for the successful preparation of the State Map of Goa in State language.

The committee shall consist of the following members:

- | | | | |
|------|---|---|----------|
| I. | Director, Maharashtra & Goa Geo-spatial Directorate (M & Goa GD), SoI,
Phule Nagar, Alandi Road, Pune. | — | Convener |
| II. | Director, Directorate of Settlement and Land Records, Panaji- Goa. | — | Member |
| III. | Translator of Official Language, O/o Directorate of Official Language,
Junta House, Altinho, Panaji, Goa | — | Member |

By order and in the name of the Governor of Goa.

Vrushika P. Kauthankar, Under Secretary (Rev-I).

Porvorim.

Order

No. 35/03/05/2025-RD/140

Date : 02-Feb-2026

In exercise of the powers conferred by Clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899), as in force in the State of Goa, the Government of Goa is hereby pleased to exempt stamp duty of Rs. 1,29,600/- (Rupees one lakh twenty nine thousand six hundred only) for the transfer of land from the property bearing Sy. No. 196/1, Raia Village, Salcete Taluka belonging to Fabrica Da Igreja De Raia, Party of the First Part to the Margao Municipal Council Party of the Second Part to the extent an area of 1,280 sq. mtrs. comprising an area of 1,034 sq. mtrs. and 246 sq. mtrs. for a considerable sum of Rs. 43,20,000/- (Rupees forty three lakh twenty thousand only).

By order and in the name of the Governor of Goa.

Agnelo D'souza, Under Secretary (Revenue-I)/link.

Porvorim.

Department of Town and Country Planning**Notification**

No. 36/18/39A/Notification (24F)/TCP/2025/81

Date : 04-Feb-2026

Whereas, the Town and Country Planning Department of the Government of Goa received applications under sub-section (1) of section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for change of zones in the Regional Plan for Goa 2021 in respect of the plots of land as specified in detail in Column Nos. (2) to (7) of the Table below (hereinafter referred to as “the said Proposals”);

TABLE

Sr. No.	Name of the Applicant	Survey No./ Sub Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Vishal Malik and Ekta Malhotra	42/5	Sircaim, Bardez	Orchard Total Area (150)	Settlement zone	150	Approved for change of zone an area of 150m2 from Orchard to Settlement Zone.
2.	Vishal Malik and Ekta Malhotra	42/11	Sircaim, Bardez	Orchard Total Area (325)	Settlement zone	325	Approved for change of zone an area of 325m2 from Orchard to Settlement Zone.
3.	Megha Marwah	103/9 (Part)	Bastora, Bardez	Partly Settlement (750m2), Partly Natural Cover overlapped Partly with No Development Slope (2200m2) Total Area (2950)	Settlement zone	2200	Approved for change of Zone an area of 350m2 from Natural Cover with No Development Slope to Settlement zone being within permissible gradient and 1022m2 from Natural Cover to Settlement Zone.

And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the “said Rules”), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals as specified in Column No. 8 of the above Table;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,—

- (i) Vide Notification No. 36/18/39A/Notification(34)/TCP/2025/602 dated 14-10-2025, published in the Official Gazette, Series III No. 29 dated 16-10-2025 (as regards proposals at Sr. No. 1, 2);
- (ii) Vide Notification No. 36/18/39A/Notification(35)/TCP/2025/619 dated 22-10-2025, published in the Official Gazette, Series III No. 30 dated 23-10-2025 (as regards proposal at Sr. No 3); and suggestions were invited from the public within a period of thirty days from the date of publication to the said Notifications in the Official Gazette.

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rules (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1, 2 & 3 in its 225th Meeting held on 23-12-2025, and directed to take further action as per sub-rule (4) of Rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for its decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan and the Outline Development Plan is hereby altered and modified as specified in Column No. (8) of above Table and as directed by the Government for carrying out change of zone of land in respect of the plots of land as specified in detail in Column Nos. (2) to (7) of above Table.

The alteration and modification of the Regional Plan and the Outline Development Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon'ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning).

Panaji.